

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-12-62184

HUD# 07-12-0325-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

LORI K BARNETT

PO Box 3

Moville, IA 51039

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant Lori Barnett alleged Respondents discriminated against her by evicting her and her partner due to their sex and sexual orientation. Respondents deny having discriminated against Complainant and her partner, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, a REDACTED-unit apartment complex, located at REDACTED.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1)(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

7. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

#### Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

9. Respondents agree **REDACTED** will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

10. Respondents agree **REDACTED** will receive sensitivity training on sexual orientation within 90 days of their receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission.

Respondents also agree to send documentation to the Commission, verifying the sensitivity training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

#### Relief for Complainant

11. Respondents agree to release Complainant from the terms of her rental agreement effective January 31, 2012. Respondents agree not to seek any monies from Complainant for terminating the rental agreement before its expiration date.

12. Respondents agree to waive the \$440 Complainant owes Respondents per Respondents' itemized list: \$400 rent owed for February 2012, and \$40 fee for breaking the rental agreement. Respondents agree they will not pursue recovery of the \$440 owed in small claims court or in any other process or proceeding.

Respondents also agree to send a letter to Complainant, and a copy of the letter to the Commission, confirming Respondents have waived their \$400 demand for February 2012 rent and \$40 fee for breaking the rental agreement. The documentation will be sent Complainant and a copy will be sent to the Commission, to attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

13. Respondents agree to refund Complainant \$130 of her \$400 deposit. Complainant agrees that Respondents will retain \$270 of her deposit for damages to the subject apartment. Respondents agree to make the check out to Lori Barnett, and send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondent also agree

to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Complainant agrees she will not pursue recovery in small claims court or in any other process or proceeding her \$400 rental deposit

Signatures on the following page (Page 5)

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**REDACTED**, RESPONDENT      Date

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REDACTED, RESPONDENT      Date

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REDACTED, RESPONDENT      Date

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Lori K. Barnett, COMPLAINANT      Date

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Beth Townsend, DIRECTOR      Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to Complainant \$580 (Waive \$400 due for Feb. 2012 rent; waive \$40 fee for breaking lease without 30 day notice and \$140 refund of C's deposit.